

HOLD HEARING ON AND APPROVE  
DEVELOPMENT AGREEMENT AND  
TAX INCREMENT PAYMENTS

(Gold-Eagle Cooperative *Gold Eagle Mill*)

436775-45

Eagle Grove, Iowa

January 20, 2025

A meeting of the City Council of the City of Eagle Grove, Iowa, was held at 6:30 p.m., on January 20, 2025, at the Council Chambers, 210 E. Broadway, in the City, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: Pamperin, Arstell, Lorenzen, Vandewater and Weland

Absent: Lumerick

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and Gold-Eagle Cooperative had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

**(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)**

There being no further objections or comments, the Mayor announced that the hearing was closed.

Council Member Arkel introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member Weland; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: Pomperid, Arkel, Lorenzen, Vandewater and Weland

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION 2025-10

Resolution Approving Development Agreement with Gold-Eagle Cooperative, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Development Agreement

WHEREAS, the City of Eagle Grove, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Eagle Grove Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has proposed to enter into a certain development agreement (the “Development Agreement”) with Gold-Eagle Cooperative (the “Coop”) in connection with the expansion (the “Expansion Project”) by the Coop of its existing grain storage operations in the Urban Renewal Area and the corresponding construction of public infrastructure improvements by the City to support the Expansion Project; and

WHEREAS, under the Development Agreement, the City will agree to provide annual appropriation tax increment payments (the “Payments”) to the Coop in a total amount not exceeding \$1,750,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Development Agreement on December 2, 2024, and has otherwise complied with statutory requirements for the approval of the Development Agreement, and it is now necessary to make provision for the approval of the Development Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Eagle Grove, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby reaffirms that:

(a) The Expansion Project will add diversity and generate new opportunities for the Eagle Grove and Iowa economies; and

(b) The Expansion Project will generate public gains and benefits, particularly in the creation of new jobs and income, which are warranted in comparison to the amount of the proposed Payments; and

Section 2. The City Council further finds and reaffirms that a public purpose will reasonably be accomplished by entering into the Development Agreement and providing the Payments to the Coop as provided for therein.

Section 3. The Development Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Development Agreement on behalf of the City, in substantially the form and content in which the Development Agreement has been presented to this City Council. The Mayor and the City Administrator are authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Development Agreement.

Section 4. All payments by the City under the Development Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Development Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Development Agreement shall be payable solely from a subfund (the "Gold-Eagle Cooperative Subfund") which has been established by prior resolution of the Council, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

All of Blocks 14, 15, 16 and 17 in Wright's 3<sup>rd</sup> Addition to Eagle Grove, Wright County, Iowa, and that part of vacated 7th Street and vacated North Arthur Ave lying adjacent to and between said Blocks 14, 15, 16 and 17; and a parcel of land being a part of Block 14 of Wright's 3<sup>rd</sup> Addition to Eagle Grove Iowa and also lying adjacent to and South of the South line of Block 14, formerly railroad right of way and described as follows: beginning at the SE corner of Block 14; thence South 14.18' along the West line of Monroe Street extended South; thence S 89°48'22" W 297.0'; thence North 28.0'; thence N 89°48'22" E 297.0'; thence South 13.82' along the west line of Monroe Street to the Point of beginning.


Section 5. The City hereby pledges to the payment of the Development Agreement the Gold-Eagle Cooperative Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Development Agreement unless and until monies from the Gold-Eagle Cooperative Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Wright County to evidence the continuing pledging of the Gold-Eagle

Cooperative Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved January 20, 2025.

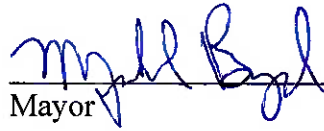
  
\_\_\_\_\_  
Mayor

Attest:

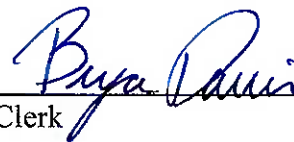
  
\_\_\_\_\_  
City Clerk

.....

On motion and vote the meeting adjourned.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

STATE OF IOWA  
WRIGHT COUNTY           SS:  
CITY OF EAGLE GROVE

I, the undersigned, City Clerk of the City of Eagle Grove, hereby certify that the foregoing is a true and correct copy of the minutes of the City Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this 20<sup>th</sup> day of January, 2025.

  
\_\_\_\_\_  
City Clerk

STATE OF IOWA

SS:

WRIGHT COUNTY

I, the undersigned, County Auditor of Wright County, in the State of Iowa, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2025, the City Clerk of the City of Eagle Grove, Iowa filed in my office a certified copy of a resolution of the City shown to have been adopted by the City Council and approved by the Mayor thereof on January 20, 2025, entitled: "Resolution Approving Development Agreement with Gold-Eagle Cooperative, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Development Agreement," and that I have duly placed the copy of the resolution on file in my records.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
County Auditor

## DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Eagle Grove, Iowa (the "City") and Gold-Eagle Cooperative (the "Coop") as of the \_\_\_ day of \_\_\_\_\_, 2024 (the "Commencement Date").

WHEREAS, the City has established the Eagle Grove Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Coop owns certain real property, which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the "Property"); and

WHEREAS, the Coop has proposed to undertake the expansion of its grain storage operations (the "Project") for use in its business operations on the Property; and

WHEREAS, in order to support the Project and the Property, the City will undertake the construction of certain public infrastructure improvements (the "City Infrastructure Project"); and

WHEREAS, the Coop will pay the costs of the City Infrastructure Project; and

WHEREAS, the Coop has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Coop in paying the costs of the Project and the City Infrastructure Project, and the City is willing to provide such financial assistance; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

**A. Coop's Covenants**

**1. Project Construction; Project Maintenance.**

**Project**

The Coop agrees to construct the Project on the Property. The Coop has submitted a detailed site plan (the "Site Plan") for the development of the Project to the City, which was approved by the City on \_\_\_\_\_, 20\_\_\_. The Site Plan is attached hereto as Exhibit B. The Coop agrees to construct the Project in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2024. Further, the Coop agrees to construct the Project in compliance with local zoning, land use, building and safety codes and regulations.

The Coop agrees to maintain ownership of the Property and the Project and ensure that the completed Project is used in its business operations throughout the Term (as hereinafter defined) of this Agreement (the "Business Operations Requirement").

## Maintenance of Property

Further, throughout the Term of this Agreement, the Coop agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. The Coop agrees to maintain compliance with local zoning, land use, building and safety codes and regulations throughout the Term of this Agreement.

2. **Property Taxes.** The Coop agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term and to submit a receipt or cancelled check in evidence of each such payment.

3. **Coop's Certifications.** Upon request by the City, the Coop agrees to certify and provide documentation (each, an "Operational Certification") to the City demonstrating that the Coop owns the Project and that the Coop is in compliance with the Operational Requirement. Each Operational Certification shall be accompanied by documentation demonstrating, to the satisfaction of the City, that the Coop is in compliance with the Operational Requirement.

4. **Property Tax Payment Certification.** The Coop agrees to certify to the City by no later than October 15 of each year during the Term, commencing October 15, 2025, an amount (the "Coop's Estimate") equal to 100% of the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. In submitting each such Coop's Estimate, the Coop will complete and submit the worksheet attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Coop's Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Wright County, above and beyond the Base Valuation (as hereinafter defined); and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

The Base Valuation of the Property for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa shall be the taxable valuation of the Property as of January 1, 2024.

Upon request, the City staff shall provide reasonable assistance to the Coop in completing the worksheet required under this Section A.4.

5. **Payment of Costs of City Infrastructure Project.** The Coop agrees to pay the costs of the City Infrastructure Project in accordance with the terms and conditions of this

Agreement. Upon receipt from the City of a Payment Request, as defined Section B.2 below, the Coop agrees to remit payment to the City for the amount reflected on such Payment Request within ten (10) days of the date thereof.

**6. Default Provisions.**

a. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- i. Failure by the Coop to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- ii. Failure by the Coop to fully and timely remit payment of property taxes when due and owing.
- iii. Failure by the Coop to comply with Sections A.3, A.4 and A.5 of this Agreement.
- iv. Failure by the Coop to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Coop describing the cause of the default and the steps that must be taken by the Coop in order to cure the default. The Coop shall have thirty (30) days after receipt of such notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Coop fails to cure the default or provide assurances, the City shall then have the right to:

- i. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- ii. Withhold the Payments provided for under Section B.3 below.
- iii. Terminate this Agreement.

**B. City’s Obligations**

1. Design and Construction of City Infrastructure Project. The City agrees to cause the construction of the City Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit D hereto. The current cost estimate for the City Infrastructure Project at the time of execution of this Agreement is \$\_\_\_\_\_ (the “City Infrastructure Cost Estimate”), including costs associated with the planning and design of the City Infrastructure Project.

The City agrees to procure construction contracts for the City Infrastructure Project through the statutory process for public bid letting set forth in Chapter 26 of the Code of Iowa and otherwise in accordance with applicable law. If the bids received for the construction of the City Infrastructure Project are higher than the City Infrastructure Cost Estimate such that the actual costs of the City Infrastructure Project are projected to exceed the City Infrastructure Cost Estimate by a factor of \_\_\_\_\_ percent (\_\_\_\_%) then the City will consult with the Coop prior to awarding the

contract, and the two parties will negotiate in good faith an arrangement to deal with such cost overruns. Any changes to the specifications or the timeline for completion for the City Infrastructure Project resulting from such negotiations shall be reflected on Exhibit D hereto.

**2. Request for Payment of Costs of City Infrastructure Project.** Within five (5) days of incurring costs (the “City Infrastructure Costs”) for the City Infrastructure Project, the City will submit a request (each, a “Payment Request”) for payment of such City Infrastructure Costs to the Coop. The Coop will include a cover page in the form attached hereto as Exhibit E with each Payment Request.

For purposes of this Agreement, City Infrastructure Costs may include all costs incurred by the City related to the infrastructure-related land acquisition costs, designing and constructing the City Infrastructure Project, landscaping and grading the City Infrastructure Project, and other reasonably related costs of carrying out the City Infrastructure Project.

Each Payment Request made by the City under this Section B.2 will be accompanied by invoices, billing statements, payment requests and such other documentation as is reasonably requested by the Coop, confirming that the City Infrastructure Costs detailed in such documentation were incurred in the installation of the City Infrastructure Project and that such City Infrastructure Costs are of an amount reasonably to have been expected with respect to such installation.

**3. Payments.** In recognition of the Coop’s obligations set out above, the City agrees to make twenty (20) semiannual economic development tax increment payments (the “Payments” and each, individually a “Payment”) to the Coop during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$1,750,000 (the “Maximum Payment Total”), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City but shall be made solely and only from the amount of Incremental Property Tax Revenues received by the City from the Wright County Treasurer attributable to the taxable valuation of the Property.

This Agreement assumes the new taxable valuation resulting from the Project will go on the property tax rolls as of January 1, 2025. Accordingly, Payments will be made on December 1 and June 1 of each fiscal year, beginning December 1, 2026, and continuing through and including June 1, 2036, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

**4. Annual Appropriation.** The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term, as hereinafter defined, of this Agreement, commencing in calendar year 2025, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Coop’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Coop will have no rights whatsoever to compel the City to make such Payments, to seek damages relative thereto, or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Coop shall make the next succeeding submission of the Coop's Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2036.

5. **Payment Amounts.** The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2026 and on June 1, 2027, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2025). Furthermore, the amount of each such Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Wright County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment Date.

6. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.4 above, then the City Clerk will certify by December 1 of each such year to the Wright County Auditor an amount equal to the most recently obligated Appropriated Amount.

### C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Coop's rights to receive the Payments hereunder may be assigned by the Coop to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

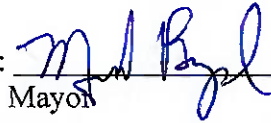
2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2036, or on such earlier date upon which the aggregate sum of Payments made to the Coop equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Coop have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF EAGLE GROVE, IOWA

By:   
Mayor

Attest:

  
City Clerk

GOLD-EAGLE COOPERATIVE

By: \_\_\_\_\_  
[Name, Title]

**EXHIBIT A**  
**DESCRIPTION OF THE PROPERTY**

All of Blocks 14, 15, 16 and 17 in Wright's 3<sup>rd</sup> Addition to Eagle Grove, Wright County, Iowa, and that part of vacated 7th Street and vacated North Arthur Ave lying adjacent to and between said Blocks 14, 15, 16 and 17; and a parcel of land being a part of Block 14 of Wright's 3<sup>rd</sup> Addition to Eagle Grove Iowa and also lying adjacent to and South of the South line of Block 14, formerly railroad right of way and described as follows: beginning at the SE corner of Block 14; thence South 14.18' along the West line of Monroe Street extended South; thence S 89°48'22" W 297.0'; thence North 28.0'; thence N 89°48'22" E 297.0'; thence South 13.82' along the west line of Monroe Street to the Point of beginning.

**EXHIBIT B**  
**SITE PLAN**

**EXHIBIT C**  
**COOP'S ESTIMATE WORKSHEET**

- (1) Date of Preparation: October \_\_\_\_\_, 20\_\_\_\_.
- (2) Assessed Taxable Valuation of Property as of January 1, 20\_\_\_\_:  
\$\_\_\_\_\_.
- (3) Base Taxable Valuation of Property:  
\$\_\_\_\_\_.
- (4) Incremental Taxable Valuation of Property (2 minus 3):  
\$\_\_\_\_\_ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):  
\$\_\_\_\_\_ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).  
\$\_\_\_\_\_ x \$\_\_\_\_\_/1000 = \$\_\_\_\_\_ (the "TIF Estimate")
- (7) Subtract anticipated property tax credits from the TIF Estimate (6 minus 7) =  
\$\_\_\_\_\_ (the "Coop's Estimate")

**EXHIBIT D**  
**TIMELINE AND SPECIFICATIONS OF CITY INFRASTRUCTURE PROJECT**

**EXHIBIT E**  
**PAYMENT REQUEST**

Date submitted: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Contact information: \_\_\_\_\_

Index of Invoices/Statements Attached to substantive request:

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I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred by the City in the undertaking of the City Infrastructure Project.

CITY OF EAGLE GROVE, IOWA

By: \_\_\_\_\_

Title: \_\_\_\_\_

Please remit payment to the City within ten (10) days of receipt of this Payment Request.